

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

**ANDREW C., by his next friend
GREGORY ELLIOTT, for himself and
those similarly situated, et al.,**

Plaintiffs,

V.

Civil Action No. 1:07-cv-00241-S-PAS

GINA M. RAIMONDO, in her official capacity as Governor of the State of Rhode Island, *et al.*,

Defendants.

DECLARATION OF ASSOCIATE DIRECTOR DEBORAH BUFFI

I, Deborah Buffi, hereby declare under the penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following facts are true and accurate to the best of my knowledge and belief.

1. I hold the position of Associate Director for the Rhode Island Department of Children, Youth and Families (“DCYF”).
2. I have held the position of Associate Director whereby my primary responsibility is supervision over the Contracts and Compliance Division since 2015, for approximately six (6) years. Prior to that I was employed by the Rhode Island Department of Human Services for twenty- five (25) years as Deputy Chief Legal Counsel, Chief Legal Counsel, and Associate Director over

Operations.

3. During the course of my employment with DCYF I had the primary responsibility for the drafting and issuing of a Request for Proposals (RFP) for the position of "data validator" as set forth in the settlement agreement in the above-captioned case.
4. RFP # 7592651 issued for the Data Validator services required in the above captioned case on April 9, 2018. A Tentative Award was issued to the successful vendor, Public Consulting Group (PCG) on or about August 22, 2018.
5. Subsequent to August 22, 2018, DCYF and PCG engaged in negotiations for the purpose of agreeing the terms and conditions of the final contract between the parties. DCYF understood the needs of the Department to ensure compliance with the above captioned case, that is, to engage the Data Validator to be the independent evaluator and final arbiter of the timeliness, accuracy of the methodology, as well as the statistical validity and reliability of the DCYF data (including the Rhode Island Children's Information System (RICHIST) data, case sample logistics, and documentation in support of exceptions) submitted to the Monitoring Team pursuant to this Agreement.

6. PCG (the Data Validator) provided the methodology, as well as the number of cases to be reviewed by the Data Validator, to DCYF as described in the contract between the Data Validator, PCG and the Department entered into on October 10, 2018. I have attached a true and accurate copy of the contract between the parties. This contract has been extended to be in full force and effect at this time.

Deborah Buffi 11/17/21
Deborah Buffi, Esq.
Associate Director
R.I. Department of Children, Youth and Families.

Date: November 17, 2021

October 3, 2018

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

And

Name of Contractor: Public Consulting Group, Inc.

Title of Agreement: Data Validator Services for the Department of Children Youth and Families

Basis for Contract: RFP # 7592651

Contract Award: Contractor agrees to performance of the services and acceptance of the associated rates established in Addendum I and Addendum II of this agreement, Budget. Additionally, contractor attests that the total value of the agreement shall not exceed \$ 394,808.00

Performance Period: October 1, 2018 or as soon thereafter as Purchase Order is Established, through June 30, 2021
Extensions may be granted for an additional performance periods by Agreement of the parties.

October 3, 2018

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this day of October 1, 2018, by and between the State of Rhode Island acting by and through the Department of Children, Youth and Families (hereinafter referred to as "the Department"), and Public Consulting Group, Inc. (hereinafter referred to as "the Contractor").

WHEREAS, the Department desires to engage the Contractor to offer services and activities further described, but not limited to the work described in this Agreement, including any Exhibit(s) or Addenda, that are attached hereto and are hereby incorporated by reference into this Agreement.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also PAR. 35. - GOVERNING LAW for further governing law issues. All ADDENDA referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

PAR. 2. PERFORMANCE

The CONTRACTOR shall perform all obligations, duties and the required scope of work as detailed in ADDENDUM I – SCOPE OF WORK for the period of time listed in this Agreement, Exhibit(s) and/or Addenda attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the DEPARTMENT, and in accordance with requirements of this Agreement. The DEPARTMENT shall have the right at all times to review the work being performed as well as the places where such work is performed; and to that end, the DEPARTMENT shall be given reasonable access to all activities related to this Agreement.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the first day of October, 2018, or as soon thereafter as award is fully approved by the Department of Administration and the Purchase Order is issued, and shall complete performance no later than June 30, 2021 (hereinafter the "Initial Term"), unless terminated prior to that day by other provisions of this Agreement. This contract may be extended (hereinafter "Renewal Term(s)") beyond the Initial Term upon thirty (30) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor. That is the Department reserves the right to extend the Contract for additional one year terms, or

October 3, 2018

other agreed upon periods, under all the same terms and conditions unless otherwise mutually agreed upon.

In the event the Department or the Contractor gives notice of its intent not to renew this Agreement, the Department shall have the right to extend all or any services to be performed under this Agreement for an additional period of one hundred and eighty (180) days, or such longer period as mutually agreed by the parties in writing.

PAR. 4. PROJECT OFFICER – DEPARTMENT

The Department shall appoint a Project Officer also referred to as the Department Contract/Program Manager to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Project Officer also referred to as the Department Contract/Program Manager throughout the performance of work and services undertaken under the terms of this Agreement. The Department reserves the right to establish regular mandatory meetings to manage this contract, and it is agreed that the Department may need to do site visits.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The Project Officer shall notify the Department in writing immediately, and seek approval from the Department, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of the Department. To the extent the Contractor provides more than one service type within this Agreement, it is agreed there may be more than one Project Officer. Contractor agreement to notify the Department within ten days (10) of the signing of the Agreement as to the name and contact information of the Project Officer.

PAR. 6. BUDGET

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

PAR. 7. METHOD OF PAYMENT AND REPORTS

The Department will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**. Failure to provide the necessary reports may result in reduction of payment for services in accordance with **Addendum III**.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

October 3, 2018

This Agreement shall be subject to termination under any of the following conditions:

a) Mutual Agreement

The contracting parties mutually agree in writing to termination.

b) Default by Contractor

The Department may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:

1. Materially fails to perform the services described within the Scope of Work described in Addendum I within the time specified or any extension thereof; or
2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
3. Materially breaches any provision of this Agreement in the sole discretion of the Department. Termination at the option of the Department shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice in the sole discretion of the Department; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.

c) Termination in the Interest of the Department

The Department may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of the Department, become its property. With respect to any termination in the Interest of the Department, it is expected that the Department shall pay for services actually provided in accordance with this Agreement for the children and youth cared for and placed there by the Department so long as placement was in accordance with the terms and conditions of this Agreement in the sole discretion of the Department. Unless specifically agreed to the Department shall not be responsible for costs associated with Termination in accordance with this section.

d) Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the Department, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Department shall notify the Contractor of such reduction of funds available and the Department shall be entitled to remove any children and youth placed with the Contractor hereunder as it deems necessary. The parties agree that the removal of children and youth or the cessation of services being provided shall be in a manner that is in the best interests of the children and youth. The Department shall be obligated for payments due to the Contractor up to the time of such notice

October 3, 2018

of removal of the children and youth or the request to stop the services, or to request that the Contractor cease providing the services requested.

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the Department's project manager may reasonably direct, for the protection and preservation of the property, or in the instance of this specific contract take such action for the protection of the of the children, youth and families (children) related to this contract which are in the care of the Contractor and in which the Department has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the Department in the manner and to the extent directed by the Department's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the Department.
5. With the approval or ratification of the Department's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the Department's project manager must be obtained. Final approval by the Department shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the Department (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the Department's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by the Department for default of the Contractor, the Contractor may be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, if deemed equitable, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed subject to available Department funding. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination

October 3, 2018

date. Any damages to the Department shall offset any shutdown expenses to the Department.

9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Department and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Department, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the Department. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Department at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the Department shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the Department in form acceptable to the Department.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the agreement is terminated for default, following a reasonable notice and cure period not to exceed thirty (30) days unless agreed to by both parties, the Department may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor prior to termination of this Agreement and will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Contractor.

October 3, 2018

The Contractor's liability to the Department for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, and including any direct damages incurred by the Department due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement is not limited to the total fees paid by the Department to the Contractor under this Agreement.

Also, there is no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement.

Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, severance pay, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The Department may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the Department's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach.

The Department's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Department's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement.

In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, the Department may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon the Department's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by the Department and to demonstrate that other project schedules will not be affected. Upon written notice by the Department's project manager of the Department's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of the Department's project officer without affecting other project schedules. The Department's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be

October 3, 2018

modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the state or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

Department's options at termination

In the event the Department terminates this contract pursuant to this paragraph, the Department may at its option:

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as the Department's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Contractor. In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the Department may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Contractor, and the Department may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

The Department may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by the Department and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special Projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

Special Projects are defined as additional services available to the Department on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order

October 3, 2018

shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

PAR. 11. SUBCONTRACTS

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of the Department. If in **ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by the Department and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of the Department. Approval of the Department for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and the Department. Approval by the Department of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to the Department for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Department's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld.

Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify defend and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

October 3, 2018

The Contractor shall indemnify, defend and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors") harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this agreement shall limit the Contractor's liability to indemnify the State for infringements by the Contractor of any intellectual property right.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled "Governmental Tort Liability."

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States DEPARTMENT OF HEALTH AND HUMAN SERVICES Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the Department upon request.

The Contractor's written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DCYF, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

October 3, 2018

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **ADDENDUM VI - NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 14. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from the Department under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 days notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal

October 3, 2018

government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the Department's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Department shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Department's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from DCYF is considered confidential by the Department. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to the Department such indemnity rights as it receives from such third party ("third party obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the third party obligation, the Contractor will provide the Department with indemnity protection equal to that called for by the third party obligation, but in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by the Department. Unless a third party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. The Department will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);

October 3, 2018

- (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, the Department shall permit the Contractor at its option and expense either to procure for the Department the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by the Department shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Department in procuring substitute deliverables or software. If, in the sole opinion of the Department, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the Department shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the Department has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to the Department under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement that is based upon:

- The combination or utilization of deliverables furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
- The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of the Contractor-supplied operating software; or
- The modification by the Department of the equipment furnished hereunder or of the software; or
- The combination or utilization of software furnished hereunder with non-Contractor supplied software.

The Contractor certifies that it has appropriate systems and controls in place to ensure that Department funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the Department's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Department shall be the sole judge as to whether any finding, listing, information,

October 3, 2018

or any combination of data extracted or derived from the Department's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from the Department is considered confidential by the Department.

PAR. 16. PARTNERSHIP

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of the Department.

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the Department in writing and then subsequently obtaining approval, in writing, from the Department, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to the Department. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its

October 3, 2018

subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Contractor is required to review and update the FFATA form, this must be provided to the Department 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to the Department. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 19. FUNDING DENIED

It is understood and agreed that in the event that less than full federal funding or other funding is received by the Department due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. Should the Contractor be liable for the amount of the denied funding, then such amount shall be payable upon demand of the Department.

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal, activity, and other records relating to this Agreement and relating to the Contractor providing services to children and youth placed with the Contractor by the Department to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with the terms and conditions of this Agreement.. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2

October 3, 2018

CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

PAR. 21. CAPITAL ASSETS

The Contractor agrees that any capital assets purchased on behalf of the Department on a pass-through basis and used on behalf of the Department by the Contractor, shall upon payment by the Department, become the property of the Department at the sole discretion of the Department. Said capital assets may be utilized by the Contractor in a reasonable manner during the term of this Agreement. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by the Department, the Contractor agrees to execute and deliver to the Department a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by the Department).

PAR. 22. PUBLICITY

The Contractor shall ensure that any communication and/or public relations materials developed and distributed by the Contractor regarding the services and/or programs funded by the Department through this Agreement will clearly represent that the services and/or programs are funded by the Department. The Department shall pre approve all such materials.

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take all legally required security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement

October 3, 2018

and the RFP and the proposal, and agrees to comply with the requirements of the Department for safeguarding of client and such aforementioned information.

Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, and financial relating to children and youth Contractor is providing services to; in addition confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by Department/Department laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to the Department.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by the Department or to which the Contractor has access to for the performance of this Agreement is the sole property of the Department and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of the Department. Further, the Contractor expressly agrees to forthwith return to the Department any and all said data and/or information and/or confidential information and/or database upon the Department's written request and/or cancellation and/or termination of this Agreement.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with the Department confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of Health records.") Further, it is understood that records pertaining to youth and families accessed by the Contractor during the course of the Contractor performing the scope of work under this contract are confidential by law according to section 42-72-8 of the Rhode Island General Laws.

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited

October 3, 2018

to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers—and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). .

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR § 200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 *et seq*, and HIPAA 45 CFR 160; Title IV-B of XIX the Social Security Act - Child Abuse and Prevention Treatment Act 42 USC 5101-5116 (42 USC 5106a(b)(A)(vii)); Title IV -E, XIX Section 471 (a) (8) of the Social Security Act as amended (45 CFR 205.50) – Confidentiality of child welfare records under Title IV B and Tile IV E of the Social Security Act)); Privacy Act of 1974, Public Law 93-579, 5 USC 552 (a); Health Insurance Portability and Accountability Act – 42 USC 1302 and 1320 (d); 45 CFR parts 160 and 164; Medicaid (Tile XIX of the Social Security Act) 42 USC 1396 a (7); 42 CFR 431.301 – 431.307; 42 USC 290 dd -2 (substance abuse, education, prevention, treatment,

October 3, 2018

rehabilitation, and research records); 42-CFR, Part 2 ; Family Education and Privacy Rights Act, 20 UZSC 1232 (g); 34 CFR Part 99; Individuals with Disabilities Education Act, 20 USC 1417 (c); 34 CFR 300.500 et. seq., Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq., and the Rhode Island Identity Theft Protection Act, R.I. General Laws Chapter 11-49.3-1 The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within forty-eight (48) hours, notify the Department's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid the Department in examining the matter. More complete and detailed information shall be provided to the Department as it becomes available to the Contractor.

Upon notice of a suspected security incident, the Department and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything

October 3, 2018

to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by the Department's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the Department.

Nothing herein shall limit the Department's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for the Department, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by the Department, the Contractor shall provide the Department a copy of the above described financial statement(s) within ten (10) days of the Department's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for the Department, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Department.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for the Department, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR

October 3, 2018

§ 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Department.

Moreover, if the Contractor has Agreements and/or Federal Awards which in aggregate are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in PAR. 6 – BUDGET, the audit must be performed in accordance with federal requirements as outlined above (2 CFR 200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR § 200.501 (h), “for-profit” entities shall conduct a “Yellow Book” audit annually by a Public Accounting Firm in accordance with Government Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the state or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to the Department within a period of six (6) months from the issuance of the audit.

The contractor understands audits submitted in accordance with this contract will be deemed a public record once received by the Department.

PAR. 25. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of the Department, its designee, and where appropriate, the Federal government.

On site monitoring and/or visits shall take place at any time as it relates to compliance of this Contract by the Contractor at the sole discretion of the Department as it relates to providing services for children and youth in the care, custody and control of the Department.

On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The

October 3, 2018

Contractor must retain any documents pertaining to changes requested from the Department or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by the Department to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the Department. All changes shall be documented by the Contractor and provided to the Department upon request. All requested changes shall comply with 2 CFR § 200.331.

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to the Department any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at the Department's option, result in termination of this Agreement.

PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor agrees to abide by **ADDENDUM XI - INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**.

PAR. 30. CHIEF PURCHASING OFFICER

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. No modifications to this agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases.

October 3, 2018

PAR. 31. OWNERSHIP

The following additional paragraphs are added to the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to the Department under this Agreement, and paid for by the Department ("Developed Software") is and shall remain the property of the Department. For a period of ninety (90) days following acceptance of any developed software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a "non-conformance"), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of the Department. The foregoing warranty will not extend to any non-conformances caused (i) by any change or modification to software without Contractor's prior written consent; or (ii) by state operating software otherwise than in accordance with the applicable documentation, for the purpose for which it was designed, or on hardware not recommended, supplied or approved in writing by Contractor. Furthermore, if, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, the Department will return the developed software to Contractor, and Contractor will credit to the State, in a manner and on a schedule agreed to by the parties and as the Department's sole and exclusive remedy for such failure, an amount equal to the charges actually paid by the Department to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of the Department, the Contractor will use commercially reasonable efforts to correct an alleged non-conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor services, such correction will be paid for by the Department at the Contractor's then current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the

October 3, 2018

Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of the Department or are otherwise owned or licensed by the Contractor (collectively, "tools"); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor's employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

PAR. 33. RESERVED

PAR. 34. DISPUTES

The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises between the Department and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The Department's project officer and Contractor project officer shall use good faith efforts to resolve the dispute within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If the Department's Project Officer and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Director of the DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES or his

October 3, 2018

or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAR. 35. GOVERNING LAW

This Agreement is deemed executed and delivered in the City of Providence, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance.

Specifically, The Contractor shall, for the term of this agreement, secure and maintain at its own expense the following insurance:

1. Commercial general liability insurance and professional liability insurance, each having limits of not less than one million dollars (\$1,000,000) per occurrence and three

October 3, 2018

million dollars (\$3,000,000) in the aggregate;

2. Workers' compensation insurance with statutory benefits and employers' liability insurance for not less than five hundred thousand dollars (\$500,000) per occurrence for all persons to be employed by The Contractor in connection with performance of services, and;

3. Automobile insurance covering owned, non-owned and hired vehicles in accordance with applicable laws, including, but not limited to, the automobile insurance laws of Rhode Island and those other states where The Contractor maintains its principal places of business, with limits of not less than one million dollars (\$1,000,000) combined single limits for bodily injury and property damage. Coverage shall be written on an occurrence basis.

All such insurance shall be maintained during the entire period when services are rendered hereunder, and any commercial general liability or professional liability insurance written on a so-called claims made basis shall be maintained for an additional period of three (3) years following the date when services are last rendered hereunder. In addition, all such insurance shall be maintained with companies duly qualified to conduct business in Rhode Island and that are otherwise satisfactory to The Department. The Contractor shall provide for at least thirty (30) days advance notice The Department in the event of any cancellation, non-renewal or material change in coverage; and shall, in case of liability insurance, name The Department as an additional insured. The Contractor shall upon request provide The Department copies of insurance policies satisfying the foregoing requirements, or such certificates with respect thereto as may be satisfactory to The Department.

PAR. 38. WORK REVIEWS

The Contractor agrees that all services provided performed under this Agreement may be reviewed by the Rhode Island DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES, Department of Administration, and/or by any third party designated by the DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES.

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by the Department, the Contractor shall provide the Department a copy of the above described Business Continuity Plan within ten (10) days of the Department's request.

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**,

October 3, 2018

or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and the Department shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on. **Notice to the Department shall also be made to the Director of the Department, at 101 Friendship Street, 4th Floor, Providence, Rhode Island 02903, or the Director's designee in writing.**

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

PAR. 43. SURVIVAL

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

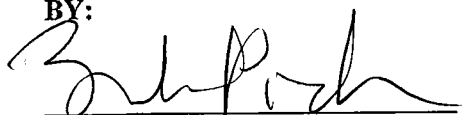
PAR. 44. ADDITIONAL APPROVALS

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding upon the issuance of a valid Purchase Order by the State of Rhode Island as follows:

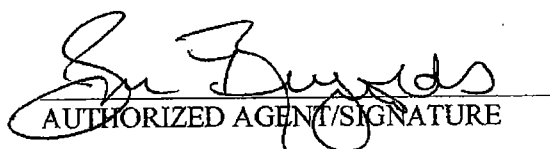
**STATE OF RHODE ISLAND
DEPARTMENT OF CHILDREN,
YOUTH AND FAMILIES**

BY:



Public Consulting Group, Inc.

BY:



AUTHORIZED AGENT/SIGNATURE

October 3, 2018

TITLE: Assoc. Practice Area Director

Jill Reynolds
PRINT NAME

10/10/18
DATE:

10/9/18
DATE:

This space intentionally left blank.

October 3, 2018

ADDENDA

Attached hereto, incorporated into and made a part herein of this agreement, are the following addenda:

<u>ADDENDUM I -</u>	SCOPE OF WORK
<u>ADDENDUM II -</u>	BUDGET
<u>ADDENDUM III -</u>	PAYMENTS, REPORTS SCHEDULE AND CLAIMING OF EXPENDITURES
<u>ADDENDUM IV -</u>	FISCAL ASSURANCES
<u>ADDENDUM V -</u>	NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
<u>ADDENDUM VI -</u>	NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
<u>ADDENDUM VII -</u>	DRUG-FREE WORKPLACE POLICY
<u>ADDENDUM VIII -</u>	DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE
<u>ADDENDUM IX -</u>	SUBCONTRACTOR COMPLIANCE
<u>ADDENDUM X -</u>	CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
<u>ADDENDUM XI -</u>	INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XII -</u>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
<u>ADDENDUM XIII -</u>	LIQUIDATED DAMAGES
<u>ADDENDUM XIV -</u>	EQUAL EMPLOYMENT OPPORTUNITY
<u>ADDENDUM XV -</u>	BYRD ANTI-LOBBYING AMENDMENT
<u>ADDENDUM XVI -</u>	BID PROPOSAL
<u>ADDENDUM XVII -</u>	CORE STAFF POSITIONS
<u>ADDENDUM XVIII -</u>	FEDERAL SUBAWARD REPORTING

October 3, 2018

ADDENDUM XIX -

BUSINESS ASSOCIATES AGREEMENT

ADDENDUM XX-

ACTIVE CONTRACT MANAGEMENT

ADDENDUM XXI-

DEPARTMENT PERFORMANCE MEASURES

ADDENDUM XXII

SETTLEMENT AGREEMENT: ANDREWC., by his next friend GREGORY ELLIOTT, for himself and those similarly situated, et al., v. Gina Raimondo, in her official capacity as Governor of the State of Rhode Island, Civil Action No. 1:07-cv-00241-S-PAS

October 3, 2018

ADDENDUM I SCOPE OF WORK

This Scope of Work details the services which Contractor agrees shall be provided by Contractor to the Rhode Island Department of Children, Youth and Families (hereinafter the Department) for the Period of Performance described herein this Agreement.

This Addendum specifically delineates the Scope of Services to be performed by the Contractor required by the Department, the payment structure and payment rate for each service type described herein, and the maximum dollar obligation (contract ceiling) of the Department. This not does not obligate the Department to pay for any minimum dollar amount.

CONTRACTOR agrees to serve as the role of "Data Validator" as defined in the settlement agreement described in the case of ANDREW C., by his next friend GREGORY ELLIOTT, for himself and those similarly situated, et al., v. Gina Raimondo, in her official capacity as Governor of the State of Rhode Island, Civil Action No. 1:07-cv-00241-S-PAS, hereinafter referred to as Settlement Agreement, and asserts that it has experience with research design, research methods using mixed methods (quantitative and qualitative), statistical analysis, and program evaluation in the areas of child welfare and behavioral health. The Contractor is well versed in child welfare principles of safety, permanency, and well-being, and has extensive knowledge of best practices in child welfare casework, evidence-based programs, and evidence-informed programs, and measurement of child welfare performance outcomes. CONTRACTOR may be referred to as the "DATA VALIDATOR" in the context of the lawsuit described above, and shall be also known as the "DATA VALIDATOR" for these purposes.

The Contractor states that it understands its role as the Data Validator, and Contractor and the Department agree that Contractor shall be the independent evaluator and final arbiter of the timeliness, accuracy of the methodology, as well as the statistical validity and reliability of the DCYF data (including the Rhode Island Children's Information System (RICHIST) data, case sample logistics, and documentation in support of exceptions) submitted to the Monitoring Team pursuant to this Agreement.

The Contractor agrees to be bound by the Confidentiality Order entered by the Court in the above described case of ANDREW C., by his next friend GREGORY ELLIOTT, for himself and those similarly situated et al (Docket No. 133) that remains in full force and effect during the implementation and monitoring of this Agreement.

TABLE OF SERVICESWHICH SHALL BE PROVIDED BY THE CONTRACTOR AND THE ASSOCIATED PAYMENT RATES TO BE PAID BY THE DEPARTMENT

SERVICE	Payment
Data Validator Services in accordance with the Scope of Work described herein within this contract.	
	Year 1 (October 1, 2018-June 30, 2019) \$ 117,208.00

October 3, 2018

	Year 2 (July 1, 2019-June 30, 2020) \$ 138,800.00
	Year 3 (July 1, 2020-June 30, 2021) \$ 138,800.00
	Total for three (3) years: \$ 394,808.00*
	<p>*This Contract shall be cost reimbursement. This is a maximum dollar amount. Contractor agrees to provide detailed invoices to be submitted each month as a requirement for payment. Documentation must support the billed amount. Payment shall be in accordance with the schedule and scope of work described herein.</p>

REQUIRED SERVICE DESCRIPTION

The Rhode Island Department of Children, Youth and Families, an agency within the Executive Office of Health and Human Services, is the unified state agency with combined responsibility for child welfare, children's behavioral health and juvenile corrections. The Department is statutorily designated (Rhode Island General Laws (RIGL) 42-72-5) as "the principal agency of the state to mobilize the human, physical, and financial resources available to plan, develop, and evaluate a comprehensive and integrated statewide program of services designed to ensure the opportunity for children to reach their full potential. Such services shall include prevention, early intervention, outreach, placement, care and treatment and aftercare programs."

The Department's mission is to "Partner with families and communities to raise safe and healthy children and youth in a caring environment," and its vision is "Healthy Children and Youth, Strong Families, Diverse Caring Communities." To this end, DCYF has defined the following goals:

Provide the right service, at the right time, at the right cost to our children and families;

- Ensure competence, accountability, and professionalism at all levels of the agency;
- Improve employee engagement to raise morale and productivity;
- Utilize data to inform decision-making;
- Reduce the number of children and youth being placed in congregate care settings;
- Increase the number of children and youth placed in kinship care with sibling placement priority;
- Increase the number of children and youth placed in family-based settings;
- Reduce placement disruptions;
- Reduce the length of stay of youth in congregate care; and,
- Safely increase the number of youth returning home.

Through partnerships and contracts with multiple service providers, and to help meet its established goals, DCYF provides services to and for Rhode Island children and families, to include (but not limited to):

- Assessment and Stabilization

October 3, 2018

- Disruptive Behavior Management
- Family Care Community Partnerships (FCCPs)
- Family Stabilization Programs
- Foster Care and Kinship Care Support
- Group Care
- Independent Living Programs
- Mental Health Treatment Services
- Parent Training and Skill Building Programs
- Residential Treatment
- Semi-Independent-Living Programs
- Specialized Foster Care
- Specialty Populations and Services
- Supervised Visitation Services
- Wayward and Disobedient Programs
- Youth Diversionary Programs

General Scope of Work Requirements:

Validation and Evaluation of Data Pertaining to DCYF Assessments

During the term of the contract, DCYF will perform assessments upon entry into foster care or upon a placement change for every child who is in DCYF out of home care due to a report or suspicion of abuse or neglect. The Data Validator shall validate the timeliness, accuracy, methodology, statistical validity and reliability of such information.

Validation and Evaluation of Data Pertaining to Placements in Assessment and Stabilization Centers

During the term of the contract, DCYF will compile data related to placements in Assessment and Stabilization Centers. The Data Validator shall validate the timeliness, accuracy, methodology, statistical validity and reliability of such information.

Validation and Evaluation of Data Pertaining to Placements in Congregate Care

During the term of the contract, DCYF will compile data related to placements in Congregate Care settings. For the purposes of the contract resulting from this RFP, "Congregate Care" shall include group homes, residential counselling and residential treatment centers. The Data Validator shall validate the timeliness, accuracy, methodology, statistical validity and reliability of such information.

Validation and Evaluation of Data Pertaining to Placement of Siblings

During the term of the contract, DCYF will compile data related to the placement of sibling groups. The Data Validator shall validate the timeliness, accuracy, methodology, statistical validity and reliability of such information.

Validation and Evaluation of Data Pertaining to Visitation

October 3, 2018

During the term of the contract, DCYF will compile data related to visitation and case plans. Visitation data shall include information related to the visitation of children by parents and sibling groups and is described specifically in the Settlement Agreement. Additionally, DCYF will compile data related to the content of case plans for children and youth in the legal custody of DCYF. The Data Validator shall validate the timeliness, accuracy, methodology, statistical validity and reliability of such information.

Validation and Evaluation of Data Pertaining to Licensing

During the term of the contract, DCYF will compile data related to the licensing of kinship and non-kinship foster home placements. Such data includes but is not limited to information regarding background checks and home safety inspections. The Data Validator shall validate the timeliness, accuracy, methodology, statistical validity and reliability of such information.

Validation and Evaluation of Data Pertaining to Child Protective Services

During the term of the contract, DCYF will compile data related to reports of abuse or neglect and subsequent investigations. Such data includes but is not limited to information regarding the screening in or out of reports for investigations, as well as the timeliness of such investigations. The Data Validator shall validate the timeliness, accuracy, methodology, statistical validity and reliability of such information.

Contractor agrees that the "Settlement Agreement" of ANDREW C., by his next friend GREGORY ELLIOTT, for himself and those similarly situated et al., v. GINA M. RAIMONDO, in her official capacity as Governor of the State of Rhode Island, et al., C.A. No. 1:07-cv-00241-S-PAS attached as ADDENDUM XXII, shall be incorporated herein, is referenced throughout this document as the "Settlement Agreement" and shall serve as the guidance document for Contractor compliance to this Agreement.

The Contractor shall collaborate with DCYF in the development of a data reporting template. This template shall provide for the reporting of all data referenced within this scope of work.

The Contractor shall receive all data required to perform according to the requirements of this scope of work. Accordingly, the Contractor should communicate with DCYF regarding both the data and the requirements.

The Contractor, during the term of the Contract, shall ensure that all non-public information obtained in the course of contract performance is maintained in a confidential manner.

The first six -month Reporting Period pursuant to the Settlement Agreement shall commence on July 1, 2018, with the data to be provided to the Monitoring team within 30 days from the end of the Reporting Period. The Contractor should expect to receive from DCYF the data from this initial reporting period within 30 days of the end of the reporting period.

A Reporting Period is described as the six month period during which data is collected on any "Commitment" referenced in the Settlement Agreement. Each reporting period of six months duration and the resulting data will be provided to the Contractor at the conclusion of the 30 day period immediately following the final day of the sixth month of the reporting period.

Within six months from the close of each reporting period, the Contractor, as part of the Monitoring

October 3, 2018

Team shall, determine and report facts with respect to data collected during the respective reporting period

Contractor understands that with respect to Reporting Periods, there are different Commitments described in the Settlement Agreement which DCYF must demonstrate in order for the reporting responsibilities to cease under the Settlement Agreement.

Specific Data Validator Services Required:

The Contractor shall coordinate with the Rhode Island Office of the Child Advocate to form a "Monitoring Team" for the term of this contract. The Contractor shall be the independent evaluator and final arbiter of the timeliness, accuracy of the methodology, as well as the statistical validity and reliability of the DCYF data (including the Rhode Island Children's Information System (RICHIST) data, case sample logistics, and documentation in support of exceptions) submitted to the Monitoring Team pursuant to this Agreement.

It is agreed by the Contractor that the Validation and Evaluation of Data described in this Scope of Work is required for all children entering foster care or upon a placement change for every child who is in DCYF out of home care due to a report or suspicion of abuse or neglect.

1.1 Validation and Evaluation of Data Pertaining to DCYF Assessments

For all children entering foster care or upon a placement change for every child who is in DCYF out of home care due to a report or suspicion of abuse or neglect DCYF must assess the needs of the child unless one of four criteria outlined in the Settlement Agreement are met.

In addition to verifying the timeliness, accuracy and methodology via which DCYF calculates at the statewide level the percentage of children for whom assessments were conducted, CONTRACTOR proposes to also conduct two qualitative reviews of sampled cases – one of cases where assessments were not completed to verify the reason for the non-assessment is accurate, and one of cases where assessments were completed to validate the findings of those assessments.

Each six-month period, DCYF will provide the syntax/code and RICHIST data tables via which it calculates whether the Settlement Agreement criterion is met:

- 85% of assessments are completed in a timely manner.

DCYF may request to exclude cases from the analysis if the child was unavailable; these cases will be submitted to the Monitoring Team (including CONTRACTOR) for review and approval on a case-by-case basis.

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodology used to derive the percentages is sound, and will also verify the accuracy of the reported percentages by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will not need to re-review the code, but will simply verify that it has not changed from the previously-validated version.

CONTRACTOR, as part of the Monitoring Team, will also be responsible for reviewing and

October 3, 2018

approving DCYF's requests to exclude specific children from this measure due to the unavailability of the child to determine they satisfy the exclusion criteria.

Validating Statistical Validity of Findings:

DCYF will calculate the quantitative measures against the entire population of children entering or changing placement during the period; CONTRACTOR will not need to calculate the statistical validity of those results.

CONTRACTOR will, however, calculate the level of statistical significance of its reliability review of the data, as is described below.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct two qualitative case reviews to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

Description	Data/Documents Needed	Level of Effort per Case
<p>Assessment Measure #1: CONTRACTOR will identify a random sample comprised of 100 entries into foster care and placement changes which DCYF caseworkers recorded in RICHIST that an assessment did not need to be performed for one of the four reasons outlined in the Settlement Agreement.</p> <p>CONTRACTOR will review the case documentation to determine whether the reason for non-assessment that was recorded satisfied the exception criteria.</p>	<p>For six months prior to the placement:</p> <ul style="list-style-type: none"> • Copies of medical records. • Copies of Family Court orders • Copies of case plans & notes 	<p>30 minutes to review relevant sources of documentation to verify the accuracy of the decision that an assessment was not needed.</p>
<p>Assessment Measure #2: From the universe of all assessments conducted during the period, CONTRACTOR will identify a random sample of 100 assessments.</p> <p>CONTRACTOR will evaluate the extent to which the result of each assessment aligns with the circumstances of the case at the time the assessment was completed.</p>	<ul style="list-style-type: none"> • Copy of the assessment • Copy of all case notes/documentation • Access to case file or RICHIST data 	<p>30 minutes to review the assessment and identify documentation to support that assessment.</p>

1.2 Validation and Evaluation of Data Pertaining to Placements in ASCs

No children should be placed in an Assessment and Stabilization Center (ASC) unless one of three criteria outlined in the Settlement Agreement are met. For children placed in an ASC longer than 14 days, the placement must be re-assessed every 14 days, until they are discharged. For children placed in an ASC longer than 60 days, written approval must be obtained from the Director/designee. CONTRACTOR will carry out two basic activities to validate and evaluate DCYF's adherence to this item. The first is to verify the timeliness, accuracy and methodology via which DCYF calculates at the statewide level the percentage of children for whom placement in an ASC (or continued placement in an ASC) was appropriate. The second is to conduct three qualitative reviews of

October 3, 2018

sampled cases – one of ASC placements to verify that the reason for placement recorded in RICHIST aligns with the case circumstances; one of ASC placements lasting longer than 14 days to verify that subsequent assessments occurred on the dates recorded in RICHIST, and criteria for continued placement documented; and one of ASC placements lasting longer than 60 days to verify that written approval from the Director/designee was obtained.

Each six-month period, DCYF will provide the syntax/code and RICHIST data tables via which it calculates whether the Settlement Agreement criteria are met:

- 100% of placements in an ASC have a documented reason;
- 90% of placements in an ASC longer than 14 days have been reviewed every 14 days; and
- 95% of placements in an ASC longer than 60 days have written approval.

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodology used to derive the percentages is sound, and will also verify the accuracy of the reported percentages by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will simply verify that it has not changed from the previously-validated version.

Validating Statistical Validity of Findings:

DCYF will calculate the quantitative measures against the entire population of children placed in ASCs during the period. Using the results of its case reviews, CONTRACTOR will calculate the level of statistical significance of each review, depending on the size of the population in each cohort for each reporting period.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct three qualitative case reviews to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

Description	Data/Documents Needed	Level of Effort per Case
<p>ASC Measure #1:</p> <p>CONTRACTOR will identify a random sample of 100 entries into an ASC setting.</p> <p>CONTRACTOR will evaluate whether the circumstances of the case align with the reason recorded in RICHIST for the ASC placement.</p>	<p>For 30 days prior to the placement:</p> <ul style="list-style-type: none"> • Copies of medical records. • Copies of Family Court orders • Copies of case plans & notes • Copies of assessments conducted 	<p>20 minutes to evaluate whether the caseworker correctly evaluated that the placement was necessary.</p>

October 3, 2018

Description	Data/Documents Needed	Level of Effort per Case
ASC Measure #2: CONTRACTOR will identify a random sample of 100 cases involving ASC placements lasting longer than 14 days. CONTRACTOR will evaluate whether a review of the case occurred at least every 14 days following the 14 th day in the ASC placement, and whether the circumstances described in the review justify the continued placement.	<ul style="list-style-type: none"> • Copies of medical records. • Copies of Family Court orders • Copies of case plans & notes • Copies of assessments conducted 	20 minutes to verify that assessments were conducted on the dates recorded in RICHIST.
ASC Measure #3: CONTRACTOR will identify a random sample of 100 cases involving ASC placements lasting longer than 60 days. CONTRACTOR will verify whether written approval from the Director/designee exists in the case file.	<ul style="list-style-type: none"> • Written Director/designee approval 	60 minutes to evaluate whether the caseworker correctly assessed the case.

1.3 Validation and Evaluation of Data Pertaining to Placements in Congregate Care

No children should be placed in a congregate care setting unless one of four criteria outlined in the Settlement Agreement are met. For children placed in congregate care longer than 90 days, the placement must be re-assessed every 45 days. For children for whom a step-down determination was made, the placement must be made within 30 days. For children for whom the step-down was not conducted within 30 days, the case must be reviewed by the Associate Director/designee every 15 days thereafter.

In addition to verifying the timeliness, accuracy and methodology via which DCYF calculates at the statewide level the percentage of children for whom placement in a congregate care setting (or continued placement in a congregate care setting) was appropriate, CONTRACTOR proposes to also conduct three qualitative reviews of sampled cases – one of congregate care placements to verify that the reason for placement recorded in RICHIST aligns with the case circumstances; one of congregate care placements lasting longer than 90 days to verify that subsequent assessments occurred on the dates recorded in RICHIST; and one of congregate care placements where a step-down determination was made, but not completed within 30 days to verify that written approval from the Associate Director/designee exists.

Each six-month period, DCYF will provide the syntax/code and RICHIST data tables via which it calculates whether the Settlement Agreement criteria described as follows are met:

- 90% of placements in congregate care have a documented reason; (Section 3.1 a, b, c. and d of the Settlement Agreement)
- 90% of placements in congregate care longer than 90 days have been reviewed every 45 days;¹ have been in congregate care longer than 90 days and a step down determination was made and there is a change in placement within 30 days; and lastly, have been in placements where step-

¹ Pursuant to Section 3.2 of the Settlement Agreement, for the first reporting period beginning in July of 2018, the time frame for the review of children placed in congregate care is sixty days. Thereafter, the review of children in congregate care is reduced to 45 days.

October 3, 2018

down did not occur within 30 days but have written approval every 15 days in accordance with the Settlement Agreement.

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodology used to derive the percentages is sound, and will also verify the accuracy of the reported percentages by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will not need to re-review the code, but simply verify that it has not changed from the previously-validated version.

Validating Statistical Validity of Findings:

DCYF will calculate the quantitative measures against the entire population of children placed in congregate care during the period, and CONTRACTOR will not need to calculate the statistical validity of those results.

CONTRACTOR will, however, calculate the level of statistical significance of its reliability review of the data, as is described below.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct three qualitative case reviews to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

Description	Data/Documents Needed	Level of Effort per Case
<p>Congregate Care Measure #1: CONTRACTOR will identify a random sample of 100 placements in a congregate care setting, including the reason for placement.</p> <p>CONTRACTOR will evaluate whether the circumstances of the case align with the reason recorded in RICHIST for the placement in congregate care.</p>	<ul style="list-style-type: none"> • Copies of assessments conducted for the child in the 30 days prior to the congregate placement. 	20 minutes to evaluate whether the agency correctly identified the reason for the congregate placement.
<p>Congregate Care Measure #2: From the universe of congregate care placements lasting longer than 90 days, CONTRACTOR will identify a second random sample of 100 cases.</p> <p>CONTRACTOR will evaluate whether a review of the case occurred at least every 45 days following the 90th day in the congregate care setting, and whether the circumstances described in the review justify the continued placement.</p>	<ul style="list-style-type: none"> • Dates of assessment from RICHIST • Copies of all assessments conducted for the child during the period. 	20 minutes to verify that assessments were conducted on the dates recorded in RICHIST.

October 3, 2018

Description	Data/Documents Needed	Level of Effort per Case
Congregate Care Measure #3: From the universe of congregate care placements where a step-down determination was made, but that step-down did not occur within 30 days; CONTRACTOR will pull a random sample of 100 cases. CONTRACTOR will verify that a copy of the Associate Director/designee approval is in the case file at least every 15 days following the 30 th day following the step-down determination.	<ul style="list-style-type: none"> • Date of step-down determination • Date of step-down placement • Copies of Associate Director/designee approvals between the step-down determination and placement. 	5 minutes to verify that the written approval exists

1.4 Validation and Evaluation of Data Pertaining to Placements of Siblings

Sibling groups (sharing a birth or adoptive parent) who enter foster care or change placement within 30 days of one another should be placed together unless one of five criteria outlined in the Settlement Agreement are met.

In order to verify the timeliness, accuracy, methodology and validity of the reviews DCYF conducts to identify whether siblings are placed together, CONTRACTOR proposes to conduct a second-level review of cases where siblings were not placed together to verify that the reason for separate placements that was recorded in RICHIST aligns with the case circumstances.

Each six-month period, DCYF will provide the list of cases reviewed via which it identifies whether the Settlement Agreement exit criterion is met:

- 80% of sibling groups are placed together.

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodology used to derive the percentages is sound, and will also verify the accuracy of the reported percentage by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will not need to re-review the code, but simply verify that it has not changed from the previously-validated version.

Validating Statistical Validity of Findings:

For the sample of cases reviewed by DCYF reviewers, CONTRACTOR will calculate the statistical significance of the results, given the size of the population of sibling groups entering care or changing placement during the period. In addition, CONTRACTOR will calculate the level of statistical significance of the second-level case review.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct a qualitative case review to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

October 3, 2018

Description	Data/Documents Needed	Level of Effort per Case
<p>Sibling Placement Measure #1: CONTRACTOR will identify a random sample of 100 sibling groups entering or changing placement during the period who were not placed together.</p> <p>CONTRACTOR will evaluate whether the circumstances of the case align with the reason recorded in RICHIST for the siblings being placed separately.</p>	<ul style="list-style-type: none"> • Copies of assessments, case plans, case notes and permanency plans completed for each sibling in the 30 days prior to and following the entry/placement move. • Copies of Family Court orders 	<p>30 minutes to evaluate the caseworker's judgement as to why the siblings should not have been placed together</p>

1.5 Validation and Evaluation of Data Pertaining to Visitation

Subsection A: Visitation

Children in out-of-home care should receive face-to-face visits with a caseworker in 95% of full calendar months (in the aggregate) they are in care. Those visits should be done in a manner consistent with the Child and Family Services Review (CFSR) criteria for being rated a "Strength" on visitation. Children with siblings in care should be afforded visitation opportunities at least twice per year or at least as frequently as the case plan specifies. Similarly, all children in care should be afforded visitation opportunities with parents at least twice per year or at least as frequently as the case plan specifies.

In addition to verifying the timeliness, accuracy and methodology via which DCYF calculates at the statewide level the percentages for each of the measures, CONTRACTOR proposes to also conduct a qualitative second-level review of the quality of visitation using the federal CFSR instrument against a sample of 100 cases.

Each six-month period, DCYF will provide the syntax/code and RICHIST data tables via which it calculates whether the Settlement Agreement criteria are met:

- In 95% of full calendar months that children are in care (in the aggregate), the caseworker made at least one face-to-face visit with the child;
- In 85% of cases where DCYF conducts a qualitative case review of visitation (DCYF team and child and parent child visitation) using the CFSR tool, the case is rated as a "strength" (section 6.2 and section 6.4 of the Settlement Agreement);
- In 85% of cases where siblings are in out-of-home placement, visitation among siblings should occur at least as often as what is prescribed in the case plan (section 6.3 of the Settlement Agreement); and
- In 85% of cases where children are in out-of-home placement with a goal of reunification, visitation with parents should occur at least as often as what is prescribed in the case plan (section 6.4 of the Settlement Agreement).

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodology used to derive the percentages is sound, and will also verify the accuracy of the reported percentages by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will not need to re-review the code, but simply verify that it has not changed from

October 3, 2018

the previously-validated version.

Validating Statistical Validity of Findings:

DCYF will calculate the quantitative measures against the entire population of sibling groups entering care or changing placements during the period, and CONTRACTOR will not need to calculate the statistical validity of those results.

For the measure gauging the quality of visitation using the CFSR methodology and instrument, CONTRACTOR will calculate the level of statistical validity of those results. In addition, for the sub-sample of cases CONTRACTOR reviews, CONTRACTOR will calculate the level of statistical validity of those results as well.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct a qualitative case review to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

Description	Data/Documents Needed	Level of Effort per Case
Visitation Measure #1: CONTRACTOR will identify a random sample of 100 cases for which DCYF reviewers conducted a review of visitation quality. CONTRACTOR will evaluate the quality of visitation on the case, using the same federal CFSR instrument used by DCYF reviewers.	<ul style="list-style-type: none"> • Copies of visitation notes recorded for each case, including participants, location, and a summary of the visit. • Case notes for the entire period 	30 minutes to review the case based on the CFSR "Quality of Visitation" criteria.

Subsection B: Case Plans

Children in out-of-home care should have case plans that are updated at least every six months, and that case plans include information on the type of placement; plans for ensuring safe and proper care; efforts to maintain educational stability; health and education records; (for children 16+ only) a description of independent living (IL) services; and (adoption goal only) documentation of steps taken to identify an adoptive family.

In addition to verifying the timeliness, accuracy and methodology via which DCYF calculates at the statewide level the percentages for each of the measures, CONTRACTOR proposes to also conduct two qualitative reviews of sampled cases – one of children in care to verify that case plans were updated on the dates recorded in RICHIST; and a second to verify that case plans contain the elements required by the Adoption Assistance and Child Welfare Act (AACWA).

Each six-month period, DCYF will provide the syntax/code and RICHIST data tables via which it calculates whether the Settlement Agreement criteria are met:

- 80% of children in out-of-home care must have case plans updated at least every six months; and
- 80% of children in out-of-home care must have case plans that include the elements required by AACWA.

October 3, 2018

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodology used to derive the percentage of children with case plans updated at least every six months is sound, and will also verify the accuracy of the reported percentages by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will not need to re-review the code, but simply verify that it has not changed from the previously-validated version.

Validating Statistical Validity of Findings:

DCYF will calculate the percentage of cases where case plans were updated at least every six months against the entire population of children in care, and CONTRACTOR will not need to calculate the statistical validity of those results.

For the measure for which DCYF will evaluate a sample of cases to identify whether case plans contain the required elements, CONTRACTOR will calculate the level of statistical validity of those results. In addition, for the sub-sample of cases CONTRACTOR reviews, CONTRACTOR will calculate the level of statistical validity of those results as well.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct two qualitative case reviews to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

Description	Data/Documents Needed	Level of Effort per Case
Case Planning Measure #1: CONTRACTOR will identify a random sample of 100 children in out-of-home care during the period. CONTRACTOR will review the case documentation to verify whether the case plans were updated on the dates recorded in RICHIST.	For the entire period, or the six months prior to the child's discharge: • Copies of case plans. • Dates of case plans (RICHIST)	5 minutes to verify that case plans were updated on the dates recorded in RICHIST.
Case Planning Measure #2: CONTRACTOR will identify a random sample of 100 cases for which DCYF reviewers conducted a qualitative review of case plans. CONTRACTOR will evaluate the extent to which case plans capture all elements required by AACWA.	For the entire period, or the six months prior to the child's discharge: • Copies of case plans. • Dates of case plans (RICHIST)	20 minutes to verify that six things exist in the case plan.

1.6 Validation and Evaluation of Data Pertaining to Licensing

All active non-kinship placement settings must have an active license. Prior to any placement, background checks must be conducted for all adults 18 and older, unless otherwise required by a Family Court order. In addition, 95% of kinship foster home license applications must be completed within six months. Finally, in 85% of licenses due for renewal where a child is currently placed, clearances and background checks must be conducted for all adults 18 and older and a home safety

October 3, 2018

inspection conducted within 30 days of the date that the licensing renewal is required.

In addition to verifying the timeliness, accuracy and methodology via which DCYF calculates at the statewide level the percentage of licensees for whom the required steps were taken, CONTRACTOR proposes to also conduct four qualitative reviews of sampled cases – one of non-kinship providers active during the period to verify that they have an active license; one of children placed in prospective foster homes pending licensure to ensure that background checks were completed; one of kinship provider applications that were active on the first day of the period² to verify that they were completed within six months of being initiated; and one of license renewals due during the period to verify that background checks and clearances were conducted, in addition to a home inspection, within 30 days of the license renewal date.

Each six-month period, DCYF will provide the syntax/code and RICHIST data tables via which it calculates whether the Settlement Agreement criteria are met:

- 100% of active non-kinship placements are licensed;
- 100% of prospective foster homes pending licensure have background checks completed;
- 95% of kinship foster home license applications are completed within six months; and
- 85% of license renewals have background checks and clearances conducted, as well as a home inspection, within 30 days of the license renewal date.

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodologies used to derive the percentages are sound, and will also verify the accuracy of the reported percentages by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will not need to re-review the code, but simply verify that it has not changed from the previously-validated version.

Validating Statistical Validity of Findings:

DCYF will calculate the quantitative measures against the entire population of licensees who were active during the period, and CONTRACTOR will not need to calculate the statistical validity of those results.

CONTRACTOR will, however, calculate the level of statistical significance of its reliability review of the data, as is described below.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct four qualitative case reviews to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

² This does not include kinship provider applications submitted during the period. In that scenario, two outcomes are possible – one is that the application is completed prior to the end of the period, in which case the application was (by definition) completed within the required six-month timeframe. The second outcome is that the application is not completed by the end of the period. Under the second scenario, timely completion of the application can not be measured using data from the current period (since the review will not be completed until the future), but that application will be a part of the subsequent six-month cohort.

October 3, 2018

Description	Data/Documents Needed	Level of Effort per Case
<p>Licensing Measure #1: CONTRACTOR will identify a random sample of 100 non-kinship placement providers active during the period.</p> <p>CONTRACTOR will examine the licensure documentation to verify that the resource was licensed during the entire time children were placed during the period, and that all required background checks, clearances and home inspection are documented.</p>	<ul style="list-style-type: none"> • Dates of child placement (RICHIST) • Copies of licensure documentation, especially as it pertains to household composition • Copies of clearances and background checks (where applicable) • Copies of licensure applications, approvals or renewals 	<p>20 minutes to verify that the licensure was active the entire time that at least one child was placed, and that all required background checks, clearances and home inspections (where applicable) are in the file.</p>
<p>Licensing Measure #2: CONTRACTOR will identify a random sample of 100 prospective foster homes pending licensure who have a child placed at any point during the period.</p> <p>CONTRACTOR will examine the licensure documentation to verify that background checks were conducted for all household members age 18 or older.</p>	<ul style="list-style-type: none"> • Dates of child placement (RICHIST) • Copies of licensure documentation, especially as it pertains to household composition • Copies of completed background checks 	<p>20 minutes to verify that background checks on all household members 18+ were completed prior to a child being placed.</p>
<p>Licensing Measure #3: CONTRACTOR will identify a random sample of 100 kinship foster home license applications open/active on the first day of the period.</p> <p>CONTRACTOR will verify whether the application was completed within six months of being initiated.</p>	<ul style="list-style-type: none"> • Copy of foster home application • Copy of foster home approval • Dates of child placement (RICHIST) 	<p>5 minutes to verify the date that the application was completed.</p>
<p>Licensing Measure #4: CONTRACTOR will identify a random sample of 100 active licenses coming due during the period.</p> <p>CONTRACTOR will verify whether background checks and clearances for all adults 18+ were completed; and whether a home inspection was conducted, within 30 days of the renewal due date.</p>	<ul style="list-style-type: none"> • Dates of child placement (RICHIST) • Copies of licensure documentation, especially as it pertains to household composition • Copies of clearances and background checks • Copy of home inspection report 	<p>10 minutes to verify that clearances & background checks on all household members 18+ were completed prior to a child being placed, and that a home inspection was conducted.</p>

October 3, 2018

1.7 Validation and Evaluation of Data Pertaining to Child Protective Services

Reports of abuse or neglect should be screened within timeframes consistent with Rhode Island policy. Cases that are "screened in" should be responded within timeframes consistent with Rhode Island policy. Investigations should be completed within 30 days.

In addition to verifying the timeliness, accuracy and methodology via which DCYF calculates at the statewide level the percentage of reports of abuse/neglect where the prescribed timeframes were met, CONTRACTOR proposes to also conduct three qualitative reviews of sampled cases – one of reports of abuse/neglect received during the period to verify that the report was screened within designated timeframes; one of screened-in reports to verify that the investigation was initiated within designated timeframes; and one of investigations commencing during the period to verify that the investigation was completed within 30 days.

Each six-month period, DCYF will provide the syntax/code and RICHIST data tables via which it calculates whether the Settlement Agreement criteria are met:

- 90% of reports are screened within designated timeframes;
- 90% of screened-in reports have an investigation initiated within designated timeframes; and
- 85% of investigations are completed within 30 days.

Validating Timeliness, Accuracy and Methodology:

CONTRACTOR will review the syntax to verify that the methodologies used to derive the percentages are sound, and will also verify the accuracy of the reported percentages by running the syntax against extracts of RICHIST data that are provided by DCYF. CONTRACTOR anticipates that this code review will occur during the first period; if no changes are made to the syntax in subsequent periods, CONTRACTOR will not need to re-review the code, but simply verify that it has not changed from the previously-validated version.

Validating Statistical Validity of Findings:

DCYF will calculate the quantitative measures against the entire population of applicable reports of abuse/neglect occurring during the period, and CONTRACTOR will not need to calculate the statistical validity of those results.

CONTRACTOR will, however, calculate the level of statistical significance of its reliability review of the data, as is described below.

Validating Reliability of the Data (Case Reviews):

CONTRACTOR will conduct four qualitative case reviews to validate the reliability of the data, as described in the table below, including:

- a description of the universe from which the sample will be drawn;
- the data (via a RICHIST extract) and/or paper documentation (either soft or hard copy) that CONTRACTOR needs from DCYF for each case/child included in the sample to conduct the review; and
- the estimated time to review each case.

Description	Data/Documents Needed	Level of Effort per Case
CPS Measure #1: CONTRACTOR will identify a random sample of 100 reports of abuse/neglect received during the period. CONTRACTOR will examine the call notes to verify that the call was screened in or out within the designated timeframe.	<ul style="list-style-type: none"> • Report date/time (RICHIST) • Call notes • Screening decision date/time (RICHIST) 	5 minutes to verify the date/time of the report and screening decision, and that it was within the designated timeframes.

October 3, 2018

Description	Data/Documents Needed	Level of Effort per Case
CPS Measure #2: CONTRACTOR will identify a random sample of 100 reports of abuse/neglect screened in during the period. CONTRACTOR will examine the call notes and investigation notes to verify that the investigation was initiated within the designated timeframe.	<ul style="list-style-type: none"> • Report date/time (RICHIST) • Investigation start date/time (RICHIST) • Investigation notes (including contacts) 	10 minutes to verify the date/time of the screening decision and investigation start, and that it occurred within the designated timeframes.
CPS Measure #3: CONTRACTOR will identify a random sample of 100 investigations initiated during the period. CONTRACTOR will verify whether the investigation was completed within 30 days.	<ul style="list-style-type: none"> • Report date/time (RICHIST) • Investigation start date/time (RICHIST) • Investigation end date/time (RICHIST) • Investigation notes 	20 minutes to verify the date/time of the investigation started and ended, and that it was completed within the designated timeframes.

Cost: Implementation Phase

The Cost of \$47,808.00 for the work done from the commencement of the contract until January 1, 2019 will include:

- attending an in-person project kickoff meeting with the project team;
- hosting bi-weekly updates via phone or Skype with the project team;
- reviewing DCYF's syntax by which measures are calculated statewide for the entire population in each cohort;
- developing in consultation with DCYF mechanisms for transferring data and documents securely;
- developing the methodology, training and data collection instruments to be used during the case reviews; and
- developing in consultation with the Office of the Child Advocate a semiannual reporting template.

Cost: Ongoing Phase

The estimated maximum cost of each six-month period is \$69,400.

Verifying Timeliness, Accuracy and Methodology:	\$3,635.00
Evaluating Reliability via Case Reviews:	\$47,390.00
Compile Data and Update Statewide Report:	\$5,775.00
Secure Server Fees for Onsite Data Collection:	\$2,100.00
Travel Expenditures (four weeks on-site for reviewers):	\$6,000.00
Travel Expenditures (three weeks on-site for Project Manager):	\$4,500.00

Total per Six-Month Period: \$69,400.00

The cost of \$47,390 for each six-month period to conduct the case reviews is based on good-faith best estimates of the DCYF project team as to the number of cases in the universe for each of the

October 3, 2018

nineteen reviews. At the request of the DCYF project team, CONTRACTOR has prepared variable costs for each of the nineteen case reviews to be conducted based on the number of cases in each sampling universe; where 100 or fewer cases exist in the sampling universe, CONTRACTOR will review all applicable cases, and the price for conducting that review may decrease. The range of possible costs for each of the nineteen case reviews is described below; rows highlighted in green are those corresponding to DCYF's best estimates:

Measure	Universe Size	Total Cost
Assessment Measure #1: CONTRACTOR will review the case documentation to determine whether the reason for non-assessment that was recorded aligned with the circumstances of the case.	0-30 Cases	\$2,130
	31-60 Cases	\$3,630
	61-100 Cases	\$5,730
	>100 Cases	\$5,730
Assessment Measure #2: CONTRACTOR will evaluate the extent to which the results of that assessment align with the circumstances of the case at the time of the assessment.	0-30 Cases	\$2,280
	31-60 Cases	\$4,080
	61-100 Cases	\$6,480
	>100 Cases	\$6,480
ASC Measure 1: CONTRACTOR will evaluate whether the circumstances of the case align with the reason recorded in RICHIST for the ASC placement.	0-30 Cases	\$850
	31-60 Cases	\$1,500
	61-100 Cases	\$2,550
	>100 Cases	\$2,550
ASC Measure 2: CONTRACTOR will verify that subsequent re-assessments occurred on the dates specified in RICHIST.	0-30 Cases	\$850
	31-60 Cases	\$1,350
	61-100 Cases	\$2,250
	>100 Cases	\$2,250
ASC Measure 3: CONTRACTOR will verify that Director/designee approval exists in the file	0-30 Cases	\$950
	31-60 Cases	\$1,500
	61-100 Cases	\$2,300
	>100 Cases	\$2,300

October 3, 2018

Measure	Universe Size	Total Cost
Congregate Care Measure #1: CONTRACTOR will evaluate whether the circumstances of the case align with the reason recorded in RICHIST for the placement in congregate care.	0-30 Cases	\$850
	31-60 Cases	\$1,500
	61-100 Cases	\$2,550
	>100 Cases	\$2,550
Congregate Care Measure #2: CONTRACTOR will verify via copies of the assessments that subsequent re-assessments occurred on the dates specified in RICHIST.	0-30 Cases	\$850
	31-60 Cases	\$1,350
	61-100 Cases	\$2,250
	>100 Cases	\$2,250
Congregate Care Measure #3: CONTRACTOR will verify that a copy of the Associate Director/designee approval is in the case file at least every 15 days following the 30th day following the step-down determination.	0-30 Cases	\$500
	31-60 Cases	\$600
	61-100 Cases	\$800
	>100 Cases	\$800
Sibling Placement Measure #1: CONTRACTOR will evaluate whether the circumstances of the case align with the reason recorded in RICHIST for the siblings being placed separately.	0-30 Cases	\$1,450
	31-60 Cases	\$2,350
	61-100 Cases	\$3,650
	>100 Cases	\$3,650
Visitation Measure #1: CONTRACTOR will evaluate the quality of visitation on the case, using the same federal CFSR instrument used by DCYF reviewers.	0-30 Cases	\$2,130
	31-60 Cases	\$3,630
	61-100 Cases	\$5,730
	>100 Cases	\$5,730
Case Planning Measure #1: CONTRACTOR will review the case documentation to verify whether the case plans were updated on the dates recorded in RICHIST.	0-30 Cases	\$500
	31-60 Cases	\$600
	61-100 Cases	\$950
	>100 Cases	\$950
Case Planning Measure #2: CONTRACTOR will evaluate the extent to which case plans capture all elements required by AACWA.	0-30 Cases	\$850
	31-60 Cases	\$1,500
	61-100 Cases	\$2,550
	>100 Cases	\$2,550
Licensing Measure #1: CONTRACTOR will	0-30 Cases	\$850

October 3, 2018

Measure	Universe Size	Total Cost
examine the licensure documentation to verify that the resource was licensed during the entire time children were placed during the period.	31-60 Cases	\$1,500
	61-100 Cases	\$2,550
	>100 Cases	\$2,550
Licensing Measure #2: CONTRACTOR will examine the licensure documentation to verify that background checks were conducted for all household members age 18 or older.	0-30 Cases	\$850
	31-60 Cases	\$1,500
	61-100 Cases	\$2,550
	>100 Cases	\$2,550
Licensing Measure #3: CONTRACTOR will verify whether the application was completed within six months of being initiated.	0-30 Cases	\$500
	31-60 Cases	\$600
	61-100 Cases	\$800
	>100 Cases	\$800

October 3, 2018

Measure	Universe Size	Total Cost
Licensing Measure #4: CONTRACTOR will verify whether background checks and clearances for all adults 18+ were completed; and whether a home inspection was conducted, within 30 days of the renewal due date.	0-30 Cases	\$600
	31-60 Cases	\$850
	61-100 Cases	\$1,300
	>100 Cases	\$1,300
CPS Measure #1: CONTRACTOR will examine the call notes to verify that the call was screened in or out within the designated timeframe.	0-30 Cases	\$500
	31-60 Cases	\$600
	61-100 Cases	\$800
	>100 Cases	\$800
CPS Measure #2: CONTRACTOR will examine the call notes and investigation notes to verify that the investigation was initiated within the designated timeframe.	0-30 Cases	\$600
	31-60 Cases	\$850
	61-100 Cases	\$1,300
	>100 Cases	\$1,300
CPS Measure #3: CONTRACTOR will verify whether the investigation was completed within 30 days.	0-30 Cases	\$850
	31-60 Cases	\$1,500
	61-100 Cases	\$2,550
	>100 Cases	\$2,550

October 3, 2018

ATTENDANCE AT MEETINGS BY CONTRACTOR

The Contractor shall, for the term of this agreement, send appropriate representatives to all meetings established by the Department that are deemed reasonable and necessary to the administration of contract services.

NOTIFICATION REQUIRED BY THE DEPARTMENT

The contractor shall, for the term of this agreement, promptly (in no circumstances more than five business days) notify The Department with details pertaining to the following:

1. Changes to the ownership, control or business address of The Contractor, including, without limitation, any merger or consolidation to which The Contractor is a party;
2. Any occurrence that could materially impair the ability of The Contractor to carry out its duties and obligations set forth in this agreement. Including, but not limited to the arrest of a contractor employee
3. Notwithstanding any event and/or applicable timeframe covered in subparagraph (1.) above, any complaint, including one of abuse or neglect, claim, suit, or criminal or administrative proceeding made or charged against the Contractor with regard to the services provided under this agreement, for the purposes of this subparagraph, "promptly" shall be defined as "within the applicable statutory requirement as applicable, and if not, twenty four (24) hours .
4. Any material litigation, administrative proceedings or investigations in which the organization or any of its principals, partners, associates, subcontractors or support staff is currently involved.
5. Identify and address any conflicts of interest that may arise as a result of business activities or ventures by the organization or associates of the organization, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with the Department.

Notice of any of these critical situations may lead to termination of the contract in accordance the terms of this Agreement.

CULTURALLY AND LINGUISTICALLY COMPETENT

Contractor agrees that the Department requires programs to be culturally and linguistically competent. Contractor programs must demonstrate a defined and organized set of values and principles that address behavior, attitudes, services, policies, and structures to enable providers to work effectively with families of various cultural backgrounds, cultures, and linguistic preferences. These values and principles must guide contractor staff in providing effective, understandable, and respectful services in a manner compatible with the cultural beliefs and practices, preferred languages, and sexual orientation and identity of each child, youth, and family in care. Culturally and linguistically competent will demonstrate expertise and willingness to care for children, youth, and families from varied cultural and socio-economic backgrounds, including but not limited to youth identifying as LGBTQI.

Contractor affirms their commitment to recruit and hire staff able to meet the cultural needs of the

October 3, 2018

children in their care.

COMPLIANCE WITH FEDERAL and STATE LAWS AND REGULATIONS

The contractor shall, for the term of this agreement, provide the services described in this Addendum in accordance with, and shall at all times comply with, all applicable federal, state and local laws, ordinances, rules and regulations, including the provisions of any applicable future law.

The Contractor specifically agrees to comply with current and future United States and Rhode Island laws and regulations including but not limited to:

1. Rhode Island General Laws ("RIGL") § 42-72-15, Children's Bill of Rights (a copy of which shall be posted conspicuously within the facility or program);
2. RIGL § 42-72.1 et seq, Licensing and Monitoring of Child Care Providers and Child-Placing Agencies;
3. RIGL § 28-5-7, et seq, Unlawful Employment Practices,
4. RIGL 42-87-1, et seq, as amended, Civil Rights of People With Disabilities.
5. RIGL § 40-11-1 et seq, Abused and Neglected Children;
6. RIGL § 42-72 et seq; Department of Children, Youth and Families;
7. RIGL § 42-72.9 et seq; Children's Right to Freedom from Restraint Act;
8. RIGL § 42-158-1 et. seq; Freedom from Prone Restraint Act
9. RIGL § 42-72,10-1 Foster Parents Bill of Rights
10. 15. "Residential Child Care Regulations for Licensure;"
11. 16. "State of RI Regulations for Child Placing Agencies;"
12. 17. "Family Child Care Home Regulations for Licensure and Group Family Child Care Home Regulations for Licensure;"
13. 18. "Foster Care and Adoption Regulations for Licensure," as promulgated under RIGL § 42-72.1 et seq;
14. Every Student Succeeds Act (ESSA) – Formally identified as the Elementary and Secondary Education Act of 1965 As Amended by the Every Student Succeeds Act (P.L. 114-95) (as applicable)
15. Prison Rape Elimination Act – Public Law 108-79 / PREA Standards for Juvenile Facilities (if applicable)

October 3, 2018

16. The Individuals with Disabilities Education Improvement Act of 2004 – PL 108-446

17. Fostering Connections to Success and Increasing Adoptions Act of 2008 – PL 110-351

18. Preventing Sex Trafficking and Strengthening Families Act PL 113-183)

Corporal punishment and / or abuse are prohibited by the Department's policies and applicable law. Discipline shall be administered in accordance with The Department's policies. Any incident of alleged abuse and / or neglect must be immediately reported to the Department's Division of Child Protective Services at 1-800-RI CHILD (1-800-742-4453) pursuant to RIGL 40-11-3, Abused and Neglected Children, and in accordance with DCYF Policy 500.0000, Reporting Child Abuse and / or Neglect to the Call Floor.

October 3, 2018

ADDENDUM II BUDGET

CONTRACTOR AGREES TO ACCEPTANCE OF THE SERVICE AND RATES AS DESCRIBED BELOW AND ALL OTHER TERMS AND CONDITIONS OF PERFORMANCE AND PAYMENT IN ACCORDANCE WITH THE PROCURMENT REQUIREMENTS

A. Table of Services which shall be provided by the Contractor, and associated payment rates

TABLE OF SERVICESWHICH SHALL BE PROVIDED BY THE CONTRACTOR AND THE ASSOCIATED PAYMENT RATES TO BE PAID BY THE DEPARTMENT

SERVICE	Payment
Data Validator Services in accordance with the Scope of Work described herein within this contract.	
	Year 1 (October 1, 2018-June 30, 2019) \$ 117,208.00
	Year 2 (July 1, 2019-June 30, 2020) \$ 138,800.00
	Year 3 (July 1, 2020-June 30, 2021) \$ 138,800.00
	Total for three (3) years: \$ 394,808.00*
	<p>*This Contract shall be cost reimbursement. This is a maximum dollar amount. Contractor agrees to provide detailed invoices to be submitted each month as a requirement for payment. Documentation must support the billed amount. Payment shall be in accordance with the schedule described herein</p>

B. Contract Ceiling In the performance of duties under this agreement, the Contractor shall not earn compensation in excess of \$ **394,808.00** (hereinafter, the Contract Ceiling). The Contractor shall notify the Department, in writing, once the Contractor has billed the Department for a cumulative amount equal to 80% of the Contract Ceiling. Should the Contractor determine that the Contract Ceiling should be increased to permit completion of required duties within the term of the agreement, The Contractor shall request an upward adjustment to the Contract Ceiling. Said request shall include the magnitude of the requested adjustment, along with all supporting rationale required to allow the Department to determine that such an adjustment is in the best interests of the Department. The Contractor shall supply a supporting Budget.

C. Contractor Budget to support the payment of these rates is incorporated herein in ADDENDUM I SCOPE OF WORK.

October 3, 2018

D. Contractor agrees that the rate billed to the Department shall be the lowest and best, that is Contractor shall not provide the same service to another Payer at a lower rate. If a lower rate is negotiated with another Payer, that same rate must be offered to the Department.

October 3, 2018

ADDENDUM III
PAYMENTS, REPORTS SCHEDULE AND CLAIMING OF EXPENDITURES

PAR. 1 PAYMENTS AND REPORT SCHEDULE

The Department will combine or "blend" funding from many different sources, including state general revenue and various federal sources, such as Title IV-E, which covers room and board costs for foster children; Title IV-B; and Medicaid, which reimburses for mental health and behavioral health and rehabilitation services and for home and community-based services. Each of these federal funding sources requires specific service and reporting requirements, which can differ by funding source. Payments by the Department to the Contractor shall not exceed the rates established in Paragraph A of this Addendum. In order to receive payment for services rendered, the Contractor shall submit detailed invoices that line-itemize the services performed, quantities delivered and rates charged in a format to be directed by the Department..

Specifically, The Contractor shall, for the term of this agreement, continue to submit to The Department monthly invoices and census reports, **if applicable**, for all services provided. Census reports shall include: client name; type of service; location of service; RICHIST identifying number; date of entry into the program of service; date of discharge from the program of service (if applicable); service authorization number (from RICHIST); and days for which the client is absent from care. (if any). Authorizations are critical and must be current.

The invoice and census must be submitted monthly to The Department, unless the Contractor is directed otherwise in writing by The Department. All invoices and census reports must be submitted within five (5) business days of the end of the month within which services were provided. In addition to the foregoing, The Contractor shall submit daily census reports which identify each child in residence in The Contractor's service program(s) on the date reported. The Contractor shall ensure that its business address appears on all invoices submitted to the Department for payment of services.

Within ten (10) business days of The Department's receipt of the invoice and census for the services rendered, The Department shall pay The Contractor for such services in accordance with the rates set forth in this scope of work. Notwithstanding the foregoing, payment of compensation to The Contractor is contingent upon The Department's receipt of properly completed invoices and census reports.

The Department reserves the right to request additional supporting documentation for invoiced expenses. The Department may reject any invoiced expense that is unrelated to the contracted services, or is improperly documented.

October 3, 2018

PAR. 2 CLAIMING EXPENDITURE PROCESS AND DOCUMENTATION

The Contractor shall, during the term of this agreement, implement proper procedures with respect to claiming expenditures against Federal funding sources. Each of these Federal sources has specific service and reporting requirements. The Contractor shall support Federal claiming, **if applicable**, through the following actions:

1. Provide to The Department all documentation necessary to allow the Department to submit a Medicaid claim in accordance with all applicable Federal and state regulations and ensure records are compliant with relevant federal and state regulations and guidance. This may include but is not limited to:

- Referral by DCYF staff
- Evidence that a child is at risk of removal or in need of continued out-of-home care
- Signed consent for treatment/services
- Comprehensive assessment
- Service plan/treatment plan
- Progress notes/case notes;

2. The parties acknowledge that Department is moving toward the contractor doing direct billing with Medicaid in order to maximize federal funding to the State. Contractor agrees that they shall submit Medicaid claims directly to the state's Medicaid Management Information System (MMIS) for Medicaid services provided through the Department of Children, Youth and Families, Department of Human Services, and Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals, at a point in time when requested by the Department. The Department agrees to work with the contractor as they prepare to direct bill Medicaid at the request of the Department, understanding that the contractor may need to take steps to prepare before implementation of direct billing.

3. Assist the Department in completing time studies to qualify staff time spent in the completion of Federally reimbursable activities;

4. Support and cooperate with the Department in inquiries, audits and investigations conducted to pursue fraud, waste and / or abuse of Medicaid funds, and to pursue the assessment of financial and criminal penalties when warranted; and

5. As requested, collaborate with the Department to establish reimbursement procedures and processes when reimbursement for service is possible through Medicaid, Title IV-E or another source.

The Contractor shall, for the term of this agreement, maintain detailed service and expenditure records available for review and auditing upon request by Federal and state authorities. These records must substantiate cost reports and invoices, and document compliance with applicable Federal and state requirements, including those associated

October 3, 2018

with Title IV-E, IV-B and Medicaid funds. These records must include required treatment and case plan documentation. Documentation must be retained for at least seven (7) years following the month in which a service was delivered. At a minimum, these records must include documentation references in accordance with 42 CFR 440.130(d)(3), Medicaid Rehabilitation Option requirements, as follows:

- i. Functional Impairment
- ii. Qualified Provider(s)
- iii. Active Participation – individual and family
- iv. Rehabilitation / Recovery Goals
- v. Specified Disorder (diagnosis)
- vi. Medical and Remedial Services
- vii. Service Delivery Methodology
- viii. Anticipated Outcomes
- ix. Frequency and Duration of Services
- x. Signed by Individual Who Developed Plan
- xi. Anticipated Provider of Services
- xii. Timeline for Re-Evaluation (<1yr)
- xiii. Re-Evaluated with Individual and Family Involvement
- xiv. Goals Being Met? Measurable Reduction of Disability?
- xv. Documented/Signed Individual/Family Participation
- xvi. Services Are “Rehabilitative”
- xvii. Individual’s relevant history, current medical findings, contraindications, and care coordination needs, as needed, to achieve rehabilitation goals

Any expenditure disallowed as a result of non-compliance with state or Federal funding regulations discovered in any audit must be repaid by The Contractor to The Department upon discovery.

For services that are not currently direct billed, the provider will be responsible for submitting a properly completed, department approved invoice form on a monthly basis that details all expenditures made with department funding. These invoices will include the recipient, service, duration/units delivered, dates of service, diagnosis (when necessary), eligibility and other key information to be used to submit claims for federal reimbursement and reconcile expenditures against activities. The department reserves the right to request additional supporting documentation. The department may reject any service expense included on the invoice that is not related to an appropriate activity. If requested by the Department, the Contractor shall submit a Cost Allocation Plan (CAP) to the department for approval. This CAP must be developed in accordance with the appropriate federal cost principles as contained in Federal OMB circular A-122, “Cost Principles for Non-Profit Organizations.” The CAP must identify the methodologies and procedures used to identify, measure, and allocate allowable direct and indirect costs to each program or service managed by the Contractor.

October 3, 2018

**ADDENDUM IV
FISCAL ASSURANCES**

1. The Contractor agrees to segregate all receipts and disbursements pertaining to this agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Contractor agrees any unexpended funds from this agreement are to be returned to the Department at the end of the time of performance unless the Department gives written consent for their retention.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to OMB Guidance for Grants and Agreements. Where applicable:
 - Subpart A - Acronyms and Definitions (200.0 – 200.99)
 - Subpart B – General Provisions (200.100 – 200.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (200.200 – 200.211)
 - Subpart D – Post Federal Award (200.300 – 200.345)
 - Subpart E – Cost Principles (200.400 – 200.475)
 - Subpart F – Audit Requirements (200.500 – 200.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 2 CFR § 200.500 et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).
9. This agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is _____. The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 2 CFR § 200.331 (a)(2).
10. If any of these fiscal assurances are not adhered to, Contractor understands that the Department shall be entitled to repayment of any funds not substantiated as reimbursement for services rendered to the Department.

October 3, 2018

ADDENDUM V

RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

**NOTICE TO DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
SERVICE PROVIDERS OF THEIR RESPONSIBILITIES
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Department of Children, Youth and Families (DCYF) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the

United States DEPARTMENT OF HEALTH AND HUMAN (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. DCYF contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

DCYF reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, DCYF reserves its right to at any time require from Contractors, Sub-Contractors and Vendors that they are also complying with Title VI.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DCYF upon request.

The Contractor's written compliance plan must address the following requirements:

- ☐ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- ☐ Designation of a compliance officer who is accountable to the service provider's senior management.
- ☐ Effective training and education for the compliance officer and the organization's employees.
- ☐ Enforcement of standards through well-publicized guidelines.
- ☐ Provision for internal monitoring and auditing.
- ☐ Written complaint procedures
- ☐ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ☐ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

October 3, 2018

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to it, DHHS or DCYF on request full and complete information related to Title VI compliance.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DCYF, full and complete information on Title VI compliance by the Contractor and/or any Sub-Contractor or Vendor of the Contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

80.1	PURPOSE
80.2	APPLICATION OF THIS REGULATION
80.3	DISCRIMINATION PROHIBITED
80.4	ASSURANCES REQUIRED
80.5	ILLUSTRATIVE APPLICATION
80.6	COMPLIANCE INFORMATION
80.7	CONDUCT OF INVESTIGATIONS
80.8	PROCEDURE FOR EFFECTING COMPLIANCE
80.9	HEARINGS
80.10	DECISIONS AND NOTICES
80.11	JUDICIAL REVIEW
80.12	EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS
80.13	DEFINITION

October 3, 2018

ADDENDUM VI

RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES

**NOTICE TO RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES'
CONTRACTORS OF THEIR RESPONSIBILITIES UNDER
SECTION USC 504 OF THE REHABILITATION ACT OF 1973**

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES (DCYF)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States **DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)**, which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. DCYF contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Contractor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to DCYF upon request.

The Contractor's written compliance plan must address the following requirements:

- ☐ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ☐ Designation of a compliance officer who is accountable to the service provider's senior management.
- ☐ Effective training and education for the compliance officer and the organization's employees.
- ☐ Enforcement of standards through well-publicized guidelines.
- ☐ Provision for internal monitoring and auditing.
- ☐ Written complaint procedures
- ☐ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ☐ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Section 504.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to the contractor, DHHS or DCYF on request full and complete information related to Section 504 compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or DCYF, full and complete information on Section 504 compliance by the Contractor and/or any Sub-Contractor or Vendor of the contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **DEPARTMENT OF CHILDREN, YOUTH AND**

October 3, 2018

FAMILIES. Contractors should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION
- 84.13 EMPLOYMENT CRITERIA
- 84.14 PREEMPLOYMENT INQUIRIES
- 84.15 - 84.20 (RESERVED)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 DISCRIMINATION PROHIBITED
- 84.22 EXISTING FACILITIES
- 84.23 NEW CONSTRUCTION
- 84.24 - 84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
- 84.56 - 84.60 (RESERVED)

October 3, 2018

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the state that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any Federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any Federal or State Court.
4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.
5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Personnel Officer has more information on RIEAP.
7. The law requires all employees to abide by this policy.

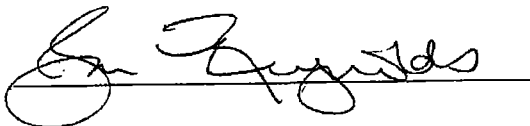
October 3, 2018

**ADDENDUM VIII
DRUG-FREE WORKPLACE POLICY
CONTRACTOR CERTIFICATE OF COMPLIANCE**

I, Jim Reynolds (Name) ASSOC. PAD (Title) PCG (Contractor Name), a contractor doing business with the state of Rhode Island, hereby acknowledge that I have received a copy of the state's policy regarding the maintenance of a **Drug-Free Workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the state, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the state's policy. Further, I recognize that any violation of this policy may result in termination of the contract.

SIGNATURE:



TITLE:

ASSOC. PAD

DATE:

10/9/18

October 3, 2018

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

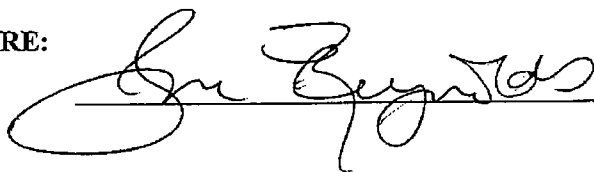
(NOT APPLICABLE UNLESS PRIOR APPROVAL)

I, Jill Reynolds (Name), Assoc PAD (Title), Public Consulting Group, Inc. (Contractor Name), a contractor doing business with the state of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this agreement will have executed written contracts with (*****CONTRACTOR NAME*****). All such contracts shall contain language identical to the following provisions of this agreement as follows:

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

SIGNATURE:



TITLE:

ASSOC. PAD

DATE:

10/9/18

October 3, 2018

ADDENDUM X

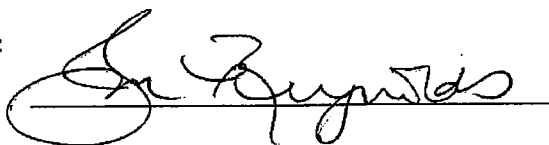
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 U.S.C.A. § 6081-6084), also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Secretary. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application the applicant/contractor certifies that it will comply with the requirements of the Act. The applicant/contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

SIGNATURE:



TITLE:

ASSOC. PAD

DATE:

10/9/18

October 3, 2018

ADDENDUM XI

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Department. The Department may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by DCYF, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-

October 3, 2018

procurement list (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

October 3, 2018

ADDENDUM XII

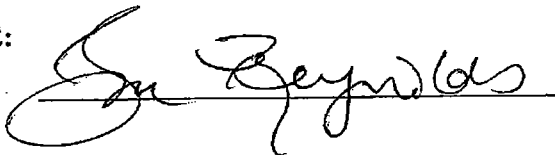
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The contractor, as the primary participant, certifies to the best of the contractor's knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:



TITLE:

Assoc. PAD

DATE:

10/9/18

October 3, 2018

ADDENDUM XIII

LIQUIDATED DAMAGES

The prospective primary participant contractor agrees that time is of the essence in the performance of certain designated portions of this contract. The Department and the contractor agree that in the event of a failure to meet the milestones and project deliverable dates or any standard of performance within the time set forth in the Department's bid proposal and the contractor's proposal response (Addendum XVI), damage shall be sustained by the Department and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the Department will sustain by reason of such failure. It is therefore agreed that Department, at its sole option, may require the contractor to pay liquidated damages for such failures with the following provisions:

1. Where the failure is the sole and exclusive fault of the Department, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.
2. For any failure by the contractor to meet any performance standard, milestone or project deliverable, the Department may require the contractor to pay liquidated damages in the amount(s) and as set forth in the state's general conditions of purchase as described particularly in the LOI, RFP, RFQ, or scope of work, however, any liquidated damages assessed by the Department shall not exceed 10% of the total amount of any such month's invoice in which the liquidated damages are assessed and shall not in the aggregate, over the life of the agreement, exceed the total contract value.

Written notification of failure to meet a performance requirement shall be given by the Department's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the Department from the date of receipt of written notification. If the failure is not materially resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

In the event that liquidated damages have been imposed and retained by the Department, any such damages shall be refunded, provided that the entire system takeover has been accomplished and approved by the Department according to the original schedule detailed in the contractor's proposal response included in this contract (Addendum XVI) as modified by mutually agreed upon change orders.

To the extent liquidated damages have been assessed, such damages shall be the sole monetary remedy available to the Department for such failure. This does not preclude the state from taking other legal action.

October 3, 2018

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The Contractor shall inform the contracting Department's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI Department of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

October 3, 2018

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

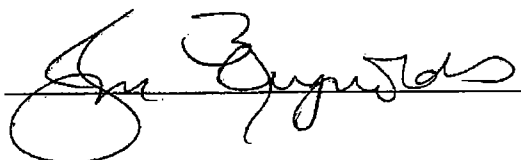
No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that contractors receiving over \$100,000 in Federal or State funds file with the Department on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Contractor shall complete and submit a "Disclosure of Lobbying Activities" form.

The Contractor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Contractor hereby certifies that it will comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

SIGNATURE:



TITLE:

ASSOC. PAD

DATE:

10/9/18

October 3, 2018

ADDENDUM XVI

**BID PROPOSAL submitted in RFP # 7592651 is incorporated herein
by reference**

October 3, 2018

ADDENDUM XVII

CORE STAFF POSITIONS

Department's Project Officer: Deborah Buffi, Associate Director, or her Designee

Department's Financial Officer: Kayleigh Pratt, Chief Financial Officer

Contractor's Project Officer: Kevin Zacks

Contractor's Financial Officer: _____

October 3, 2018

ADDENDUM XVIII

FEDERAL SUBAWARD REPORTING FFATA FORM

See Attached RI Office of Management and Budget, Sub-Award Reporting Worksheet

Directions:

For contracts awarding more than \$25,000 in FEDERAL funds, include Transparency Act Questionnaire for agency to complete and return.

If award is not for Federal funds, or is for less than \$25,000, enter "Reserved" under the above heading, and no questionnaire should be provided.

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains current information on all Federal spending awards. That site is at www.USASpending.gov.

- Includes both mandatory and discretionary grants
- Do not include grants funded by the Recovery Act (ARRA)
- For more information about Federal Spending Transparency, refer to <http://www.whitehouse.gov/omb/open>
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency ACT and this Guidance

October 3, 2018

Rhode Island Office of Management & Budget
Sub-Award Reporting Worksheet

Rev. 05-2014

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information									
Agency Contact Name					Agency Contact Telephone				
Sub-Award Program Name					Agency Contact Email				
Sub-Award Program Description									
Federal Award Information									
Federal Program Name					Federal Awarding Agency				
Federal Award Number					Date of Federal Award				
Award Type					CFDA Number				
Prime Agency DUNS +4					Amount Obligated from this Award				
Is sub-award funded by more than one federal award?									
Yes * No									

* If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.

Section 2: Sub-Awardee Information									
Sub-Awardee DUNS+4					System for Award Management Registration				
					Expiration Date (if applicable)				
Sub-Awardee Name (as registered in DUNS)									
Sub-Awardee Address (as registered in DUNS)					Sub-Award Principal Place of Performance (where work performed)				
Number and Street					Number and Street				
City					City				
State					State				
ZIP+4					ZIP+4				
Executive Compensation* (to be completed by sub-awardee)									
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.								Yes	No
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.								Yes	No
Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.								Yes	No
Official Name					Compensation Amount				
Official Name					Compensation Amount				
Official Name					Compensation Amount				
Official Name					Compensation Amount				
Official Name					Compensation Amount				

* See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.

Sub-Awardee Certification		
I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.		
Signature		Title of Signatory
		Date

Section 3: Sub-Award Information (for state agency administrative purposes only)			
Sub-Award Number		Sub-Award Date	
Amendment 1 Obligation Amount		Amendment 1 Date	
Amendment 2 Obligation Amount		Amendment 2 Date	
		FFATA Report Month	
		FFATA Report Month	
		FFATA Report Month	

October 3, 2018

ADDENDUM XIX
BUSINESS ASSOCIATES AGREEMENT

Incorporated herein

October 3, 2018

ADDENDUM XX ACTIVE CONTRACT MANAGEMENT

PAR. 1. OVERVIEW

As part of its commitment to become more outcomes-oriented, the Department seeks to actively and regularly collaborate with the Contractor and other stakeholders to enhance accountability and contract management, improve results, and adjust program delivery and policy based upon learning what works.

The parties recognize that reliable and relevant data is necessary to ensure compliance with this Agreement, evaluate program results, and drive program improvements and policy decisions. Sharing data between the Department and the Contractor on a regular basis can ensure that key stakeholders operate with a common understanding of performance and trends regarding the target population that require action.

Regular reviews of and conversations around program performance, program results and program data, particularly related to the Outcomes and/or Performance Objectives defined in this Agreement, will allow the Department and agencies to employ real-time information to track performance, identify good practice, and swiftly, collaboratively and effectively address any challenges experienced on the ground by agencies and the target population.

PAR. 2. PERFORMANCE OBJECTIVES

2.1 The Scope of Work attached to this Agreement shall define key Performance Objectives that the service(s) described in this Agreement is/are intended to accomplish.

2.2 These Performance Objectives shall inform data fields to be collected, outcome and indicator metrics to be reported, and trends to be monitored.

PAR. 3. DATA REPORTING

3.1 The Contractor shall comply with data collection, analysis, and reporting activities defined and set by the Department, including any requests associated with data collection and/or evaluation work by a third party commissioned by the Department.

October 3, 2018

3.2 The Department shall establish a data reporting schedule which shall define the data to be collected and submitted by the Contractor to the Department, as well as the structure, frequency, and submission protocol of such reports. Requested data shall include, but may not be limited to, aggregate and individual-level information on:

- a) Clients referred for services, enrolled in services, and discharged from services
- b) Activities undertaken by the Contractor to service clients referred for services, and the timeliness of those activities
- c) Findings of assessments completed by Contractor in the course of delivering services
- d) Client outcomes during and following service delivery
- e) Utilization and spending against Agreement budget ceiling

3.3 Contractor agrees to make reasonable efforts to collect additional data related to performance as requested by the Department.

3.4 All data and reports shall be submitted by the deadline(s) established by the Department in the format requested by the Department. If data and/or reports are not received in a timely manner or are not complete, the Department reserves the right to withhold invoice payment until all pending data and/or reports are received and approved.

PAR. 4. MEETINGS

4.1 The parties agree that consistent meetings shall take place in according to a schedule to be established by the Department, to review program performance and develop strategies to improve program quality.

4.2 Meetings shall include, at least, the Department's Director, or designee, and the Contractor's chief executive officer, or designee. Each party may be represented by additional representatives as such party deems appropriate. The Department may request the attendance of additional parties as it deems appropriate. Representatives from the Contractor will attend all meetings as requested by the Department.

4.3 At such meetings, the parties will review data and reports to:

- a) Monitor progress, highlight accomplishments, and identify concerns
- b) Collaboratively design and implement operational changes to continuously improve processes and outcomes
- c) Develop strategies on broader systems changes to improve service delivery and coordination between services (including referral mechanisms)

October 3, 2018

4.3 The Department will make reasonable efforts to provide a minimum of 3 business days of advance notice when requesting attendance at such meetings. The Department will make reasonable efforts to allow for remote participation in such meetings.

4.4 Meetings may take place individually or jointly with other Contractors.

PAR. 5. USES OF DATA

5.1 Data related to Contractor performance, including but not limited to data submitted by the Contractor, shall be used in the periodic meetings described herein to review program performance and develop strategies to improve program quality.

5.2 The Department reserves the right to use data related to Contractor performance, including but not limited to data submitted by the Contractor, to guide program development, evaluate programs, inform policies, and inform contract decisions, including to:

- a) Assess outcomes of the target population to better understand the effectiveness of services and identify trends related to the target population over time
- b) Learn how to more effectively serve target populations by drawing comparisons with other Contractors
- c) Publish reports, including those which report absolute and comparative Contractor performance
- d) Define and calculate incentive-based payments which may be earned by the Contractor
- e) Inform Department service referral decisions
- f) Inform Department policy formulation or other Department decision making
- g) Inform determinations related to the extension or renewal of this Agreement
- h) Evaluate potential bid(s) by the Contractor in response to any future solicitations by the Department for goods or services

5.3 This section shall not limit the Department's right to use Contractor performance data for purposes not listed herein.

PAR. 6. CONFIDENTIALITY AND DATA SECURITY

6.1 The collection, record keeping, and reporting of data by the Contractor shall be conducted in accordance with any and all privacy, security, confidentiality, and copyright requirements provided for in this Agreement, and in accordance any and all applicable State and Federal statutes and regulations.

October 3, 2018

6.2 Nothing in this Addendum shall be construed to waive or limit the Contractor's obligations or liabilities stated elsewhere in this Agreement.

October 3, 2018

ADDENDUM XXI DEPARTMENT PERFORMANCE MEASURES

The Department expects children and families in DCYF care to receive timely and clinically-appropriate services which are family-focused, trauma-informed, and aligned with best-practice. All services shall be oriented towards achieving safety, permanency, and child wellbeing in the least restrictive environment.

The Department seeks to improve performance in achieving the outcomes described below:

1. Family at risk of DCYF involvement	1A. Identify and prevent at-risk families from DCYF involvement	1B. Safely divert investigated families from subsequent DCYF involvement	1C. Divert youth from the juvenile justice system	
2. Child at risk of removal from family	2A. Safely prevent unnecessary entry into out of home care and congregate care	2B. Improve anti-social behaviors and strengthen court compliance of delinquent youth	2C. Prevent crisis-driven disruptions in care through mobile crisis response	2D. Treat mental and behavioral needs of children in their communities
3. Child requiring out of home placement	3A. Care for children in family-based foster care while driving to permanency	3B. Address acute youth barriers to placement in family based setting	3C. Assess and stabilize children requiring out of home placement	3D. Prepare youth for independence
4. Child transitioning to permanency	4A. Develop parenting capabilities and family resources required for reunification	4B. Facilitate and sustain reunification and other transitions from out of home care	4C. Support successful transitions to adulthood	4D. Accelerate and sustain adoption when reunification is not an option

Figure 1. Outcomes framework

To aid the Department's effort to improve performance Providers may be asked to collect and report data that relate to the performance measures identified below.

1. Child and family outcome measures

- 1.1. Ninety-five percent (95%) of children/youth receiving services while in-home do not experience a maltreatment while open to the provider
- 1.2. Ninety-five percent (95%) of children/youth reunified do not experience maltreatment within 12 months of reunification
- 1.3. Ninety-five percent (95%) of children/youth in-home do not experience a maltreatment within six months post case closure

October 3, 2018

- 1.4. Ninety percent (90%) of children/youth in-home remain in the home from the start of service and 12 months thereafter
- 1.5. Eighty percent (80%) of children/youth improve in functional status or level of need by at least 1 level from baseline to discharge, as determined by a validated functional assessment improve at least 1 level from baseline to discharge
- 1.6. Eighty percent (80%) of youth involved with juvenile justice do not experience a subsequent adjudication within 12 months of a previous adjudication
- 1.7. Eighty-five percent (85%) of children/youth step down into a lower level family-based placement or achieve permanency within 3 months of entry into non-family based placement
- 1.8. Eighty-five percent of children/youth in a family-based placement achieve permanency (reunification, guardianship, adoption permanent living with relative) within 12 months of entry into that same family-based placement
- 1.9. Ninety-five percent (95%) of children/youth will have placement stability with 2 or fewer placements over a 6 month period
- 1.10. Ninety-five percent (95%) of children/youth remain at home for 12 months post reunification

2. Practice and process measures

- 2.1. Eighty-five percent (85%) of children/youth in-home and their families and/or primary caregivers experience initial face-to-face contact with providers of community-based services within 5 business days of DCYF service referral.
- 2.2. Eighty-five percent (85%) of children/youth in-home and their families and/or primary caregivers are enrolled in community-based services within 14 days of DCYF service referral.
- 2.3. Eighty-five percent (85%) of children/youth and their families/primary caregivers receive community-based behavioral services with behavioral supportive services that include family-focused, trauma informed and/or family systems informed.
- 2.4. Eighty-five percent (85%) of children/youth and their families/primary caregivers enrolled in community-based services experience face-to-face service delivery at frequency indicated in service plan.
- 2.5. Eighty-five percent (85%) of children/youth in placement receive with their families and/or primary caretakers reunification or permanency support services (as defined by behavioral supportive services that include evidence informed family-focused, trauma

October 3, 2018

informed and/or family systems informed) within 14 days of entry into placement and subsequently at frequency indicated in service plan.

- 2.6. Eighty-five percent (85%) of children/youth in placement where reunification, adoption, or guardianship is not the case plan receive supportive services aimed at establishing a permanent adult connections.
- 2.7. Eighty-five percent (85%) of youth age 14 or older are enrolled in school, or GED or vocational services and extra-curricular activities preparing them for successful adolescence and adulthood.
- 2.8. Among children discharged from placement to reunification, guardianship, or adoption, 85% of children in placement and their families/primary caregivers receive post reunification services within the timeframe indicated as indicated in service plan
- 2.9. Among all out-of-home providers, any provider in whose care a child experiences maltreatment shall not experience a subsequent incident within a 12 month period